



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED BUSINESS LICENSE PLAN OF OPERATION**

**Licensee:** King Drive Marathon Inc.

**Premises:** 7850 S. Martin Luther King Drive  
Chicago, IL 60619

**License(s):** Retail Tobacco; Retail Food; Filling Station; Auto Gas Pump Certification

**Account Number:** 388983

The City of Chicago Department of Business Affairs and Consumer Protection (BACP) and the above-named licensee have agreed to the following license conditions concerning the issuance of licenses for the above-named business:

1. **Sale of Tobacco Products or Accessories to Minors Prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-200 of the City of Chicago Municipal Code and will not sell tobacco products or tobacco accessories to any individual under the age of 21 years. The Licensee agrees that he shall institute a strict policy which will require the cashier to check the identification of all patrons purchasing tobacco to ensure compliance with the MCC. Given that the Licensee is responsible for the acts of its employees, the Licensee will ensure that all future employees are trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working behind the register. The Licensee further agrees that any violations of this ordinance within the next 24 months will result in immediate license discipline.
2. **Posting of Warning Sign to Minors** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-210 of the City of Chicago Municipal Code and will display a sign in a conspicuous location inside the License Premises that reads, "It is a Violation of the Law for Cigarettes or Other Tobacco Products or Tobacco Accessories to be Sold to any Person Under the Age of 21. Any Person Who Violates this law is Subject to a Fine and Possible Imprisonment."



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3. **Trash and Garbage Disposal** – The Licensee agrees to remove any trash and debris outside of the business including the front, side, and rear of the premises. The Licensee agrees to maintain a regular schedule of cleaning at least once daily.
4. **Recordkeeping required** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-150 of the Chicago Municipal Code, which requires a retail tobacco dealer to keep a book in which details of all purchases of cigarettes are recorded, and which book is available for inspection upon request by the City of Chicago.
5. **Sale of Single Cigarettes prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any cigarette or tobacco that is not in its original factory-wrapped package.
6. **Sale of Bidi Cigarettes prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any bidi cigarette. Licensee further agrees not to offer for sale or sell any cigarette wrapping paper or leaf that is impregnated, scented with, or dipped in alcoholic liquor, chocolate, fruit flavor, vanilla, or honey.
7. **Sale of Unstamped Tobacco Products prohibited** – The Licensee agrees that it is familiar with, and shall abide by Chapters 3-42-020 and 3-42-25 of the City of Chicago Municipal Code, which prohibit the sale of tobacco products without the required city and county tax stamp.
8. **Store Policies** -- The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 20 which requires posting its refund, return, and check-writing policies in a conspicuous manner on a sign at each cash register and at the customer service desk or other centrally located area accessible to the public. If the Licensee has a credit or debit card policy imposing a minimum charge for use of a credit or debit card, such policy must also be posted in a conspicuous manner.
9. **Price Marking** -- The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 31, which requires individually price marking all items for sale in the establishment.



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10. **Receipts** -- The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 32, which requires the licensee to supply a written receipt for each transaction that contains at a minimum, the date and amount of the transaction, and the name and location of the retailer.
11. **Additional Terms and Conditions:** King Drive Marathon, Inc., acknowledges that it is subject to revocation of its Tobacco license, because the licensee has within a 24 month period committed three or more violations of specified offenses, pursuant to the Municipal Code of Chicago § 4-64-240 (a). This License Plan of Operation has been drafted in lieu of a revocation of the tobacco license. To settle the pending revocation case, 16 NR 306, BACP will agree not to pursue revocation against King Drive Marathon, Inc.'s tobacco license in this case pursuant to the following conditions:
  - a. The licensee agrees that after this License Plan of Operation is executed, if the licensee commits a violation of any tobacco ordinances delineated in Municipal Code of Chicago § 4-64-240 on or before February 23, 2019, BACP will immediately terminate licensee's retail tobacco license pursuant to this agreement. A final disposition by the City of Chicago Department of Administrative Hearings, the Mayor's License Discipline Commission, or any other venue shall serve as proof of such violation.
  - b. In furtherance of this agreement, the licensee agrees to concurrently execute a separate document, a Conditional Voluntary Surrender, (attached hereto) which will result in the licensee's voluntary surrender of its' tobacco license. This Conditional Voluntary Surrender is triggered by a violation of any of the tobacco ordinances delineated in Municipal Code of Chicago § 4-64-240 on or before February 23, 2019, (as described in subparagraph "a" above). In accordance with the Voluntary Surrender, the licensee agrees that it will physically turn over its tobacco license to the City without the requirement of a separate hearing. The effect of the voluntary surrender under this agreement on the tobacco license of King Drive Marathon, Inc. will be the same as the effect of nonrenewal pursuant to Municipal Code of Chicago § 4-64-246.

The agreed conditions of the License Plan of Operation shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the



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entity which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this plan of operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on, or managing the above-mentioned business entity to post this License Plan of Operation next to the business license certificates in a conspicuous place at the business address.

**Licensee: King Drive Marathon, Inc.**  
**7850 S. Marting Luther King Drive**  
**Chicago, IL 60619**

By: \_\_\_\_\_

Date: \_\_\_\_\_

2-10-17

Afshan T. Junejo, President  
King Drive Marathon, Inc

-and-

By: \_\_\_\_\_

Date: \_\_\_\_\_

4/27/2017

Barbara Gressel, Deputy Commissioner  
Business Affairs and Consumer Protection



## Conditional Voluntary Surrender

**Case No.:** 16 NR 306

**Date:** February 23, 2017

**Location:** 16 NR 306

**Licenses:** Retail Tobacco;

**Licensee:** King Drive Marathon Inc.

King Drive Marathon Inc. as licensee of the above named premises has met with a representative of the Department of Business Affairs and Consumer Protection, who has advised King Drive Marathon Inc. of its right to a public hearing before the Department of Business Affairs and Consumer Protection/Local Liquor Control Commission of the City of Chicago relative to the revocation of its Retail Tobacco license. King Drive Marathon Inc. acknowledges that it is subject to revocation of its Retail Tobacco license because the licensee has within a 24 month period committed three or more violations of specified offenses, pursuant to the Municipal Code of Chicago § 4-64-240 (a). This Conditional Voluntary Surrender has been drafted along with a Plan of Operation in lieu of a revocation of the tobacco license.

The licensee agrees that after this Conditional Voluntary Surrender is executed, if it commits a violation of any of the tobacco ordinances delineated in Municipal Code of Chicago § 4-64-240 on or before February 23, 2019, BACP will immediately terminate licensee's retail tobacco license pursuant to this agreement. A final disposition by the City of Chicago Department of Administrative Hearings, the Mayor's License Discipline Commission, or any other venue shall serve as proof of such violation.

This Conditional Voluntary Surrender is initiated by a violation of any of the tobacco ordinances delineated in Municipal Code of Chicago § 4-64-240 on or before February 23, 2019. King Drive Marathon Inc. hereby elects to waive its right to a formal hearing and voluntarily agrees to the physical surrender and cancellation of the City of Chicago tobacco license issued to King Drive Marathon Inc. at 7850 S. Martin Luther King Drive, Chicago, IL 60619. This surrender will be effective on the date of any final disposition by the City of Chicago Department of Administrative Hearings, the Mayor's License Discipline Commission, or any other venue that serves as proof of any such violation. The effect of the voluntary surrender under this agreement on the tobacco license of King Drive Marathon Inc. will be the same as the effect of nonrenewal pursuant to Municipal Code of Chicago § 4-64-246.

Print: \_\_\_\_\_

Signed: \_\_\_\_\_

Title/Relationship: \_\_\_\_\_

Date Signed: \_\_\_\_\_